

HOMEOWNERS  
HO 01 20 09 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SPECIAL PROVISIONS – MASSACHUSETTS****SECTION I – PERILS INSURED AGAINST**

If this endorsement is attached to Form HO 00 03 or HO 00 05, the following replaces Paragraph A.2.c.(6)(g) in HO 00 03 and A.2.e.(7) in HO 00 05:

(g) Birds, rodents, insects, or vermin.

Vermin means animals that tend to access, or enter into or under, structures for foraging or shelter, and, as a result, cause loss. Such animals include, but are not limited to, armadillos, bats, beavers, coyotes, lizards, opossums, porcupines, raccoons, skunks, snails, snakes, slugs, or squirrels; or

That same provision is deleted and replaced in the following endorsements if attached to the policy:

If one or more of the following is attached:	The above provision replaces:
HO 05 24	Paragraph 2.j.(7)
HO 17 31	Paragraph 3.j.(7)
HO 17 32	Paragraph 2.c.(6)(g)

**SECTION I – CONDITIONS****B. Duties After Loss**

Paragraphs 4., 6., 7. and 8. are deleted and replaced by the following:

4. Protect the property from further damage; make reasonable and necessary repairs, required to protect the property; keep an accurate record of repair expenditures. Some or all of these expenses may be reimbursable under this policy;

6. Prepare an inventory of damaged personal property, show in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory when available all pertinent bills and documents that substantiate the figures in the inventory;

7. We may reasonably require you to:

- Exhibit the damaged property;
- Provide us with records and documents pertinent to the loss and permit us to make copies; and
- Submit to an examination under oath, while not in the presence of another "insured", and sign the same;

- Submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - The time and cause of loss;
  - The interest of all "insureds" and all others involved in the property, involved and all encumbrances on the property;
  - Other insurance which may cover the loss;
  - Changes in title or occupancy of the property during the term of the policy;
  - Detail estimates for repair of the damage;
  - An inventory of damaged personal property described in 6. above;
  - Receipts for additional living expenses incurred and records supporting the fair rental value loss; and
  - Evidence or affidavit supporting a claim under the Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money Coverage, stating either the amount and cause of loss.

**C. Loss Settlement**

(Not applicable to HO 00 04 or HO 00 06.)

Paragraph C.2.a. is deleted and replaced by the following:

a: If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately prior to the loss, we will pay the cost of repair or replacement, after application of deductible and without deduction for depreciation. We will pay replacement cost if the damaged building is repaired or replaced by you on the "residence premises" or some other location within the Commonwealth of Massachusetts within a reasonable time but not more than two years from the date of loss.

We will pay the least of the following amounts:

- The limit of liability under this policy that applies to the building;
- The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or

(3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.

**E. Appraisal** is deleted and replaced by the following:

**E. Appraisal**

If you and we fail to agree on the amount of loss, we shall, upon receipt of your written request to do so, refer this matter to a three member board of referees. They are selected and must act according to the procedures set by the law. Their decision will be binding. This board does not make decisions about matters of coverage or fault.

**G. Suit Against Us** is deleted and replaced by the following:

**G. Suit Against Us**

No action can be brought against us unless there has been full compliance with all the terms under Section I of this policy and the action is started within two years after the date loss occurs. However, if a court prevents the start or continuance of the action, but at a later date allows the action to resume, it must be resumed within one year of the court order. If a disagreement about the amount of loss has been referred to a board of referees within two years of the date of loss, any action against us must be started within 90 days after the board's decision.

**H. Our Option** is deleted and replaced by the following:

**H. Our Option**

If we give you written notice within 15 days after we receive your Proof of Loss, we may repair or replace any part of the property damaged with material or property of like kind or quality.

**I. Loss Payment** is deleted and replaced by the following:

**I. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable within 30 days after we receive your Proof of Loss.

All applicable sales taxes are considered a part of any loss under this policy.

We shall pay you interest at the rate of one percent over the prime interest rate on the agreed figure commencing 30 days after the date of an executed Proof of Loss for such figure is received by us. This interest is to continue as long as the claim remains unpaid.

**K. Mortgage Clause**

(Not applicable to HO 00 04.)

**Paragraph 3.** is deleted and replaced by the following:

3. If we decide to cancel or not to renew this policy, the mortgagee shown on the Declarations will be notified:

a. At least 20 days before the date cancellation takes effect; or

b. At least 10 days before the date nonrenewal takes effect.

A United States Postal Service certificate of mailing showing the name and address of the mortgagee will be sufficient proof of notice.

The following Conditions are added:

**S. City Or Town Liens**

We are required by Massachusetts law that we must notify the local inspector of buildings or Board of Health at least 10 days before we make a payment of \$1,000 or more for loss to a building or structure.

We must also give notice if there is damage which makes a building a health or safety hazard or dangerous or unsafe for occupancy regardless of the amount of our payment.

If prior to payment we receive official notice of a pending or existing lien against your premises, we must delay payment until the matter is settled. If we are required to pay all or part of the amount of the lien, we will not be obliged to pay that amount to you.

**T. Vacancy**

Unless otherwise provided in writing, we shall not be liable for loss caused by fire or lightning occurring while a described building is vacant, whether intended for occupancy by owner or tenant, beyond a period of 60 consecutive days for residential purposes of three units or less and 30 consecutive days for other residential purposes.

(These are Conditions R. and S. in Form HO 00 04.)

**SECTION II – CONDITIONS****C. Duties After "Occurrence"**

Paragraph 4.a. is deleted.

**D. Duties Of An Injured Person – Coverage F – Medical Payments To Others** is deleted and replaced by the following:**D. Duties Of An Injured Person – Coverage F – Medical Payments To Others**

1. The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practicable; and
- b. Execute authorization to allow us to obtain copies of pertinent medical reports and records.

2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require. We will pay for the cost of the examination.

**SECTIONS I AND II – CONDITIONS****C. Cancellation**

Paragraphs 2. and 4. are deleted and replaced by the following:

2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to you or mailed, by first class mail, to the mailing address shown in the Declarations or to your last address known to us. A United States Postal Service certificate of mailing showing your name and that address will be sufficient proof of notice.

a. When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

b. When this policy has been in effect for less than 60 days we may cancel for any reason, other than nonpayment of premium, by letting you know at least 5 days before the date cancellation takes effect.

c. When this policy has been in effect 60 days or more, or after 60 days from any anniversary date, we may cancel for one or more of the following by letting you know 5 days before the date cancellation takes effect:

(1) Conviction of an act which increases the chances of loss under this policy;

(2) Discovery of fraud or material misrepresentation by the "insured" in obtaining this policy;

(3) Discovery of willful or reckless acts or omissions by the "insured" increasing the hazard insured against;

(4) Physical changes in the property insured, which result in the property becoming uninsurable; or

(5) A determination by the commissioner that continuation of the policy will violate or place the insurer in violation of the law.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it when ascertained.

Where the stated reason is nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment at any time prior to the effective date of cancellation.

D. Nonrenewal is deleted and replaced by the following:

**D. Nonrenewal**

Ordinarily we will renew this policy automatically and send you the renewal notice. Our notice will explain what you should do if you do not want to continue the policy.

We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your last mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy.

If Scheduled Personal Property Endorsement HO 04 61 is made part of this policy, Condition F.3. Pair, Set Or Parts Other Than Fine Arts of Endorsement HO 04 61 is deleted and replaced by the following:

**3. Pair, Set Or Parts Of Property Other Than Fine Arts**

In case of a loss we may elect to:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between actual cash value of the property before and after the loss.

All other provisions of this policy apply.

HOMEOWNERS  
HO 04 16 10 00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMISES ALARM OR FIRE PROTECTION SYSTEM**

We acknowledge the installation of an alarm system and/or automatic sprinkler system approved by us on the "residence premises". You agree to maintain this system or systems, for which we have granted a credit, in working order and to let us know promptly of any change, including removal, made to the system(s).

HOMEOWNERS  
HO 04 96 10 00

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

**NO SECTION II – LIABILITY COVERAGES FOR**  
**HOME DAY CARE BUSINESS**  
**LIMITED SECTION I – PROPERTY COVERAGES FOR**  
**HOME DAY CARE BUSINESS**

- A. "Business", as defined in the policy, means:
  - 1. A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis; or
  - 2. Any other activity engaged in for money or other compensation, except the following:
    - a. One or more activities:
      - (1) Not described in b. through d. below; and
      - (2) For which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
    - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - d. The rendering of home day care services to a relative of an "insured".
- B. If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C. If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
  - 1. That an "insured" engages in for money or other compensation; and
  - 2. From which an "insured" receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;
 the home day care service and other activity will be considered a "business".
- D. With respect to C. above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
  - 1. Described in A.2. above, and
  - 2. Engaged in for money by a single "insured"; may be considered a "business" if the \$2000 threshold is exceeded.
- E. With respect to A. through D. above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this policy:
  - 1. Does not provide:
    - a. Section II coverages. This is because a "business" of an "insured" is excluded under E.2. of Section II – Exclusions;
    - b. Coverage, under Section I, for other structures from which any "business" is conducted; and
  - 2. Limits Section I coverage, under Coverage C – Special Limits of Liability, for "business" property:
    - a. On the "residence premises" for the home day care "business" to \$2,500. This is because Category h. (e. in Form HO 00 08) imposes that limit on "business" property on the "residence premises";
    - b. Away from the "residence premises" for the home day care "business" to \$500. This is because Category i. (f. in Form HO 00 08) imposes that limit on "business" property away from the "residence premises". Category i. does not apply to property described in Categories j. and k. (g. and h. respectively in Form HO 00 08).

HOMEOWNERS  
HO 23 71 09 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TENANTS RELOCATION EXPENSE – MASSACHUSETTS**

This endorsement is required by Massachusetts law.

This policy provides "relocation expense" benefits as follows:

**1. Relocation Expense**

When a rented living quarters in a building covered by this policy is made uninhabitable as a result of a loss by fire, this policy covers "relocation expense" incurred by the tenant or lawful occupant to relocate to other living quarters in the shortest possible time.

**2. Definitions**

a. "Relocation expense" means documented, reasonable and necessary:

- (1) Costs of packing, insuring, storing and carting household goods;
- (2) Costs of securing new utility services less refunds from discontinued services at the damaged premises;
- (3) Costs of searching for other quarters;
- (4) Costs of disconnecting and reconnecting household appliances;
- (5) Additional living expenses while searching for or awaiting possession of other quarters or the restoration of existing quarters;

commencing with the date of damage to the covered building and not limited by the expiration date of this policy.

"Relocation expense" does not mean:

- (1) Loss caused by the termination of a lease or other agreement;
- (2) Security deposits or other payments made to the landlord or lessor of other quarters;
- (3) Down payments, legal fees and closing costs incidental to the purchase of other quarters.

b. "Rented Living Quarters" means a room, suite of rooms or apartment rented as a single residential unit by one or more persons.

"Rented Living Quarters" does not mean one or more rooms occupied by one or more persons as roomers in a hotel, motel, public or private lodging or rooming house where the premises are occupied on a transient basis.

**3. Limit of Liability**

The liability for "relocation expense" under this policy is limited to not more than \$750 for a "rented living quarters".

**4. No Deductible**

The deductible provisions of this policy do not apply to the "relocation expense" benefits.

**5. Other Insurance**

a. If at the time of loss, the tenant or lawful occupant has other insurance that covers "relocation expense", we shall not be liable for any loss under this coverage until the liability of such other insurance has been exhausted.

b. If you have other insurance that covers "relocation expense", payment under this policy will be prorated with such insurance for the smaller of the incurred "relocation expense" or \$750 all after application of the other insurance of the tenant or lawful occupant.

**6. Loss Settlement**

The claims of all persons occupying the "rented living quarters" will be settled with and payment made to the tenant or lawful occupant renting the quarters from the building owners, or lessor.

All other provisions of this policy remain unchanged.

HOMEOWNERS  
HO 24 41 09 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEAD POISONING EXCLUSION – MASSACHUSETTS

### DEFINITIONS

With respect only to the provisions of this endorsement, Paragraph B.2. "Bodily injury" in the form attached to this policy is replaced by the following. Also, with respect only to the provisions of this endorsement, this definition applies to Farmers Personal Liability Endorsement HO 24 73:

2. "Bodily injury" means bodily harm, sickness or disease arising out of lead poisoning, including required care, loss of services and death that results.

### SECTION II – EXCLUSIONS

#### F. Coverage E – Personal Liability

The following Exclusion is added:

##### 7. "Bodily injury":

- a. Resulting from an "insured's" gross or willful negligence; or
- b. Caused by the presence or exposure of lead in or on any of the following:
  - (1) A residential unit, including common areas used in connection with such unit, that is rented, or held for rental, to others, in any one to four family residential building built before 1978, provided that the building is owned by an "insured";
  - (2) A residential unit, including common areas used in connection with such unit, in any condominium or cooperative residential building built before 1978, provided that such unit is owned by an "insured" and rented, or held for rental, to others;
  - (3) Any other structure owned by an "insured" and rented, or held for rental, to others which is at the same location as any residential building described in b.(1) or (2) above; or
  - (4) Appliances, furnishings and fixtures, other than plumbing fixtures, owned by an "insured" and rented, or held for rental, to others and contained in or on a residential building or other structure described in b.(1), (2) or (3) above.

(This is Exclusion 10. in Endorsement  
HO 24 73)

Exclusion 7.b. above does not apply to:

1. "Bodily injury" which occurs on or after the date a lead inspector, authorized to do so under the Massachusetts Lead Law, issues:
  - a. A Letter of Interim Control or its equivalent. However, this exception to Exclusion 7.b. applies only to such covered unit(s), or to such other covered property, to which the letter applies and only for the period of time such letter is in effect; or
  - b. A Letter of Compliance or its equivalent. However, this exception to Exclusion 7.b. applies only to such covered unit(s), or to such other covered property, to which the letter applies; or
2. "Bodily injury" which occurs within 14 days after an "insured", or a managing agent for an "insured", is notified by an authorized lead inspector of the need to bring any of the property, described in 7.b. above, into compliance with the provisions of the Letter of Interim Control;
3. "Bodily injury" which occurs within any extension to the 14 day period described in 2. above, which is granted by the lead poisoning control director, local code enforcement agency or board of health, or by judicial order, except "bodily injury" for which an "insured" is strictly liable under the Massachusetts Lead Law; or
4. "Bodily injury" which occurs because of exposure to lead which exposure occurs during a period ending 90 days from the date an "insured" took title to the real property described in 7.b. above if such "bodily injury" is caused by the presence or exposure of lead in or on that real property. However, this exception to Exclusion 7.b. applies only if an "insured", within 90 days from taking title, complies with the requirements of the Massachusetts Lead Law that apply to new owners.

You agree to let us or our agent know, as soon as practicable, when you receive a Letter of Interim Control or a Letter of Compliance, or the equivalent, and to provide us with a copy of such letter, upon our request.

All other provisions of this policy apply.

**SPECIAL ENDORSEMENT**

**SECTION I - CONDITIONS (not applicable to HO 00 04)**

**K. Mortgage Clause.**

**Cancellation Provision**

Mortgage clause in Endorsement HO 01 20 is deleted. Paragraph 3. in applicable policy form (HO 00 02, HO 00 03, HO 00 05 or HO 00 06) is deleted and replaced by the following:

If we decide to cancel this policy, the mortgagee shown on the Declarations will be notified at least 20 days before the date cancellation takes effect.

A United States Postal Service certificate of mailing showing the name and address of the mortgagee will be sufficient proof of notice.

**SECTIONS I AND II - CONDITIONS**

**D. Non-Renewal**

Non-Renewal. This condition in all Forms and in Endorsement HO 01 20 is deleted and replaced by the following:

We will not renew this policy automatically. A Renewal Offer/Premium Invoice will be sent to you. In order to continue coverage without interruption, you must return the premium invoice with your payment to Massachusetts Property Insurance Underwriting Association, before the expiration date of this policy. If payment of the premium is received by Massachusetts Property Insurance Underwriting Association within the time period provided in the Renewal Offer/Premium Invoice, Massachusetts Property Insurance Underwriting Association will renew this policy, effective as of the date of expiration of the policy. If payment is received by Massachusetts Property Insurance Underwriting Association after the time period provided in the Renewal Offer/Premium Invoice, Massachusetts Property Insurance Underwriting Association will determine whether to provide coverage, on what terms coverage will be provided and when coverage will become effective.

We may elect not to renew this policy. We may do so by delivery to you, or mailing to you at your last mailing address, shown in the Declarations, written notice at least 45 days before the expiration date of this policy, and to the mortgagee shown on the Declarations at least 10 days before the expiration date of this policy.

A United States Postal Service certificate of mailing showing the name and address of the mortgagee will be sufficient proof of notice to the mortgagee.

All other provisions of this policy apply.

**MASSACHUSETTS PROPERTY INSURANCE  
UNDERWRITING ASSOCIATION**

**FAIR PLAN**

Two Center Plaza  
Boston, Massachusetts 02108-1904  
(617) 723-3800, MA Only (800) 392-6108, FAX (617) 723-8424

Dear Policyholder:

Massachusetts State Law, General Laws chapter 175, section 99, Clause Fifteenth, requires all Insurance Companies to pay up to \$750.00 in relocation expense directly to any tenant or lawful occupant of a multi-unit residential property who is displaced by a fire. The law further requires that the landlord or lessor notify each tenant or lawful occupancy in writing of the benefits so provided at the beginning of the lease or tenancy period. It is advised that you refer to ISO Forms HO 23 71/IL 01 08/DP 04 97, enclosed herein, which explains precisely what is meant by the term "relocation expense".

Also, General Laws, chapter 186, section 21, obligates the landlord or lessor to disclose, upon written request of any tenant, lawful occupant, or any code or law enforcement officer, the name(s) of the Insurance Company(ies), the amount of insurance provided, and the name(s) of any potential recipients of a loss payment in the event of a fire.

The enclosed policy includes the coverage, as required by law. If you carry additional building fire coverage elsewhere, the charges may be pro-rated.

Very truly yours,



James H. Pappas  
Vice President/Underwriting

JHP:nr  
MUA-UND-181 (2/03)

**Massachusetts Property Insurance Underwriting Association**  
2 Center Plaza, Boston, MA 02108-1904  
Telephone No's: (617) 723-3800, MA Only (800) 392-6108

**HOMEOWNER INSURANCE  
LEAD POISONING EXCLUSION AND COVERAGE OPTION**

**NOTICE TO PERSONS APPLYING FOR INSURANCE  
AND  
NOTICE TO POLICYHOLDERS**

This is a discussion of the Massachusetts lead poisoning exclusion that may apply to the residential building or residential unit insured under the policy that you are applying for or have just received.

It gives you information about:

- the conditions that pertain to the exclusion and the availability of an option that overrides the exclusion, and
- the requirements that pertain to the optional coverage.

No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read the Policy for complete information regarding the lead poisoning exclusion and, if purchased, the Coverage for Lead Poisoning Endorsement. If there is any conflict between the policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

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**1. LEAD POISONING EXCLUSION -- COVERAGE E - PERSONAL LIABILITY**

- A. Coverage E in the Homeowners policy excludes bodily injury arising from lead poisoning caused by the presence or exposure of lead in or on a residential unit, including the common areas used in connection with such unit, that you own and rent to others.
- B. If you own a one to four family residential building or a residential condominium or cooperative unit and/or occupy a residential unit in any residential building, located in Massachusetts, the lead poisoning exclusion may not apply to you. Read the following to determine whether this is the case.
  - (1) If the residential building was built in or after 1978, the exclusion does **not apply; the rest of this notice does not apply to you.**
  - (2) If the residential building was built before 1978 and no residential unit is rented or held for rental to others, the exclusion does **not apply; the rest of this notice does not apply to you.**
  - (3) If the residential building was built before 1978, and:
    - (a) one or more residential units, in the residential building, or residential units you own in the condominium or cooperative residential building is rented, or held for rental, to others; and/or
    - (b) you own and rent, or hold for rental, to others one or more other structures at the same location as the residential building described in (3)(a); and

A Letter of Interim Control or a Letter of Compliance is issued for units or other structures described in (3)(a) or (b) above, the exclusion does **not apply** to that unit or other structure, but will apply with respect to other units and/or other structures that you own and do not occupy. IT IS IMPORTANT THAT YOU LET US KNOW, AS SOON AS PRACTICABLE, THAT YOU HAVE RECEIVED A LETTER OF INTERIM CONTROL OR A LETTER OF COMPLIANCE AND THAT, UPON OUR REQUEST, YOU SEND US A COPY OF YOUR LETTER OF INTERIM CONTROL OR COMPLIANCE IF YOU HAVE NOT ALREADY DONE SO.

THROUGHOUT THIS NOTICE, A LETTER OF INTERIM CONTROL OR A LETTER OF COMPLIANCE INCLUDES ANY OTHER EQUIVALENT LETTER ISSUED BY A LEAD INSPECTOR AUTHORIZED TO DO SO UNDER THE MASSACHUSETTS LEAD LAW.

Please note, however, that if you have or obtain a Letter of Interim Control for a unit and/or other structure and it expires before you obtain a Letter of Compliance for that unit and/or other structure, THE EXCLUSION APPLIES TO THAT UNIT OR OTHER STRUCTURE UNTIL THE LETTER OF COMPLIANCE IS OBTAINED.

Send a copy of the Letter to: Massachusetts Property Insurance Underwriting Association  
2 Center Plaza, Boston, MA 02108-1904

- (4) If the residential building, other structure or condominium or cooperative unit is newly purchased by you, the exclusion does not apply during a period ending 90 days from the date you took title to such real property. However, this provision applies only if you, within 90 days of taking title to the property, obtain a Letter of Interim Control or Compliance.
- (5) If the residential building was built before 1978, and one or more residential units are rented or held for rental to others, and you, or your managing agent, is notified by an authorized lead inspector of the need to bring any unit in the residential building into compliance with the provisions of the previously granted Letter of Interim Control, the exclusion does not apply to that unit for a period of 14 days, **the rest of this Notice does not apply to you with respect to that unit for a period of 14 days. After that time the exclusion applies to that unit, subject to B.(6) below.** IT IS IMPORTANT THAT YOU LET US KNOW, AS SOON AS PRACTICABLE, THAT YOU HAVE RECEIVED A LETTER OF INTERIM CONTROL AND THAT YOU SEND US, UPON OUR REQUEST, A COPY OF YOUR LETTER OF INTERIM CONTROL IF YOU HAVE NOT ALREADY DONE SO.
- (6) If the 14 day period described in B.(5) above is extended by the lead poisoning control director, local code enforcement agency or board of health, or by judicial order, the exclusion does not apply to that unit during this extension, except that the exclusion does apply with respect to bodily injury for which you are held strictly liable under the Massachusetts Lead Law.

C. If the conditions described in B. (1) through B. (6) above do not apply to a given unit in the residential building or other structure located in Massachusetts that you own and are renting or holding for rental to others, then **the exclusion applies to that unit.**

D. We will reduce the premium charged for each location to which the exclusion applies because of a reduction in coverage.

**2. COVERAGE OPTION AND LEAD POISONING LIMITS**

- A. You may buy coverage to override the lead poisoning exclusion for all residential units for which you have not obtained a Letter of Interim Control or Letter of Compliance.
- B. (1) If this is a **NEW** or **RENEWAL POLICY** with us and you did not choose this coverage before, you may do so at anytime.
  - (2) Unless you and we agree otherwise, if you request coverage for lead poisoning within 30 days of receipt of this NOTICE, coverage will be effective on the inception date of this policy; if your request for lead poisoning coverage is made after 30 days of your receipt of this NOTICE, coverage will become effective as of the date of your request.
- C. If this is a **RENEWAL POLICY** with us and your expiring policy has lead poisoning coverage, we have continued to provide you with this coverage for the same limit in your expiring policy, unless you have requested us to do otherwise.
- D. The minimum lead poisoning limit we offer is \$100,000 and the maximum limit is \$500,000. The lead poisoning limit can be less than, or the same as, the Coverage E limit of liability stated on the Declarations page of your policy subject to the minimum limit noted above. **It cannot be more than the Coverage E limit of liability stated on the Declarations page of your policy.**

**3. MORE THAN ONE LOCATION**

Only one Coverage E limit of liability and one lead liability limit will apply.

If you choose to purchase lead poisoning coverage and your policy insures, under Coverage E, two or more dwellings and/or residential units in a residential building located in Massachusetts, make sure that the locations to which Lead Liability Coverage applies are listed on Endorsement HO 24 42.

If they are not, call us at 1-800-392-6108 or notify your agent or broker and arrange for the necessary listing of locations.

HOMEOWNERS  
HO 24 41 09 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LEAD POISONING EXCLUSION – MASSACHUSETTS****DEFINITIONS**

With respect only to the provisions of this endorsement, Paragraph B.2. "Bodily injury" in the form attached to this policy is replaced by the following. Also, with respect only to the provisions of this endorsement, this definition applies to Farmers Personal Liability Endorsement HO 24 73:

2. "Bodily injury" means bodily harm, sickness or disease arising out of lead poisoning, including required care, loss of services and death that results.

**SECTION II – EXCLUSIONS****F. Coverage E – Personal Liability**

The following Exclusion is added:

**7. "Bodily injury":**

- a. Resulting from an "insured's" gross or willful negligence; or
- b. Caused by the presence or exposure of lead in or on any of the following:
  - (1) A residential unit, including common areas used in connection with such unit, that is rented, or held for rental, to others, in any one to four family residential building built before 1978, provided that the building is owned by an "insured";
  - (2) A residential unit, including common areas used in connection with such unit, in any condominium or cooperative residential building built before 1978, provided that such unit is owned by an "insured" and rented, or held for rental, to others;
  - (3) Any other structure owned by an "insured" and rented, or held for rental, to others which is at the same location as any residential building described in b.(1) or (2) above; or
  - (4) Appliances, furnishings and fixtures, other than plumbing fixtures, owned by an "insured" and rented, or held for rental, to others and contained in or on a residential building or other structure described in b.(1), (2) or (3) above.

(This is Exclusion 10. in Endorsement  
HO 24 73)

Exclusion 7.b. above does not apply to:

1. "Bodily injury" which occurs on or after the date a lead inspector, authorized to do so under the Massachusetts Lead Law, issues:
  - a. A Letter of Interim Control or its equivalent. However, this exception to Exclusion 7.b. applies only to such covered unit(s), or to such other covered property, to which the letter applies and only for the period of time such letter is in effect; or
  - b. A Letter of Compliance or its equivalent. However, this exception to Exclusion 7.b. applies only to such covered unit(s), or to such other covered property, to which the letter applies; or
2. "Bodily injury" which occurs within 14 days after an "insured", or a managing agent for an "insured", is notified by an authorized lead inspector of the need to bring any of the property, described in 7.b. above, into compliance with the provisions of the Letter of Interim Control;
3. "Bodily injury" which occurs within any extension to the 14 day period described in 2. above, which is granted by the lead poisoning control director, local code enforcement agency or board of health, or by judicial order, except "bodily injury" for which an "insured" is strictly liable under the Massachusetts Lead Law; or
4. "Bodily injury" which occurs because of exposure to lead which exposure occurs during a period ending 90 days from the date an "insured" took title to the real property described in 7.b. above if such "bodily injury" is caused by the presence or exposure of lead in or on that real property. However, this exception to Exclusion 7.b. applies only if an "insured", within 90 days from taking title, complies with the requirements of the Massachusetts Lead Law that apply to new owners.

You agree to let us or our agent know, as soon as practicable, when you receive a Letter of Interim Control or a Letter of Compliance, or the equivalent, and to provide us with a copy of such letter, upon our request.

All other provisions of this policy apply.

POLICY NUMBER:

HOMEOWNERS  
HO 24 42 09 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COVERAGE FOR LEAD POISONING – MASSACHUSETTS****SCHEDULE\*****Coverage E Lead Poisoning Liability Limit: \$****Location(s):****\*Entries may be left blank if shown elsewhere in this policy for this coverage.****DEFINITIONS**

With respect only to the provisions of this endorsement, Paragraph B.2. "bodily injury" in the form attached to this policy is replaced by the following. This definition also applies with respect to the provisions of Farmers Personal Liability Endorsement HO 24 73:

2. "Bodily injury" means bodily harm, sickness or disease arising out of lead poisoning, including required care, loss of services and death that results.

**COVERAGE**

We cover damages caused by "bodily injury" at the location(s) scheduled above, including common areas used in connection with such location(s), only if such "bodily injury" is caused by the presence or exposure of lead in or on any of the location(s) above, including common areas used in connection with such location(s).

The coverage provided by this endorsement does not apply to "bodily injury" resulting from an "insured's" gross or willful negligence.

Our total liability for all damages for lead poisoning resulting from any one "occurrence" will not be more than the Coverage E Lead Poisoning Liability Limit stated above.

**EXCLUSIONS**

Under F. Coverage E – Personal Liability, Exclusion 7. is deleted to the extent of the Lead Poisoning Liability Limit stated above and with respect to the location(s) scheduled above. This exclusion is 10. in Endorsement HO 24 73.

All other provisions of this policy apply.

1. Are insurers required to cover lead poisoning liability claims resulting from lead in dwelling units, or can they exclude coverage of such claims?

Page 16 of 25  
There is no single answer to this question. An insurer may decline to insure any premises for liability insurance of any kind. But, once such an insurer in the regular ("admitted") market elects to write liability coverage on any given residential rental premises constructed before 1978, it must cover liability from injury from lead in dwelling units, if that injury arises from any part of the premises that complies with the lead Law. However, under such insurance, injuries from lead in dwelling units are not covered if they result from an insured owner's gross or willful negligence.

Filed 09/28/2006  
An insurer in the regular market may exclude coverage of liability for injury from lead in a residential rental dwelling unit if the unit (and associated common area) is not in compliance with the Lead Law. However, if such an insurer intends to apply an exclusion of this kind, it must, at the same time, offer the insured the option of "buying back" the lead coverage it intends to exclude.

(Lead "buyback" coverage costs extra. Its price is regulated by the Division of Insurance.) Also, if a new owner of residential rental property constructed before 1978 is insured for liability by a regular market carrier, he or she generally will be insured for liability for injury from lead in dwelling units, occurring within 90 days of taking title, if, before the end of the 90-day period, he or she comes into compliance with the Lead Law.

Document 45-6  
The above lead liability insurance rules apply to all policies containing liability insurance that are written on residential rental properties by regular market insurers. The rules also apply to homeowners insurance from the FAIR Plan. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. It does not provide commercial liability coverage.

The above rules apply to rental properties, including those that are owner-occupied. The rules do not permit regular market and FAIR Plan homeowners insurance policies on single family owner-occupied homes to contain lead liability exclusions. While regular market or FAIR Plan homeowners insurance on a single family owner-occupied home will cover lead liability claims, such coverage will not extend to claims made by persons, including children, who are covered under the same policy for liability claims made against them. Note:

Surplus lines carriers (less regulated insurers that are not part of the regular market), and that provide insurance to those who cannot find it elsewhere, generally at higher than regular market prices) are not subject to any of the above requirements regarding lead liability insurance.

## 2. What is lead poisoning?

Lead poisoning is a disease especially dangerous for children under six years old. It is caused by ingestion or inhalation of lead. In young children, too much lead in the body can cause serious damage to the brain, kidneys, nervous system and red blood cells. High levels of lead can cause retardation, convulsions, coma and sometimes death. Low levels can slow a child's development and cause learning and behavioral problems.

## 3. How do children become lead poisoned?

Children most often are exposed to lead through ingestion of lead paint dust and lead paint debris. Such dust and debris may accumulate in window wells, window sills, floors and other surfaces through normal use and wear of lead-painted building components. Chipping or peeling lead-painted plaster or putty also creates lead dust and debris. Children do not have to chew on lead-painted surfaces to become poisoned. In fact, research has shown that the normal hand-to-mouth activity of young children, bringing a small amount of fine lead dust into the child's system, is responsible for most lead poisoning. Children can also be exposed to lead from other sources, such as leaded soil or water, but these rarely cause lead poisoning by themselves.

## 4. Do I face serious liability if a child becomes poisoned on my property?

Yes. Under the Lead Law, a property owner is strictly liable for damages resulting to a lead-poisoned child caused by his or her failure to comply with the Lead Law. This means that the property owner does not even have to be aware of the presence of lead paint in his or her property. The potential damages that may be awarded in such cases may depend on the degree of lead poisoning. Court awards can be considerable for severely-poisoned children, as they often include the costs of lost potential earnings, long-term remedial education and medical care for what can be permanent injuries. A property owner who meets the requirements of the Lead Law is free of strict liability as long as he or she maintains a valid Letter of Compliance or Letter of Interim Control. However, such a property owner must exercise reasonable care to maintain the condition of compliance. He or she can become liable to a lead-poisoned child if he or she breaches that duty of reasonable care — that is, is negligent.

## 5. What does the Lead Law require property owners to do?

Owners of residential property built before 1978 in which children under six years of age live must have the property inspected for lead paint by a licensed lead inspector or risk assessor. If there are Lead Law violations, the property owner must have the unit deaded for full compliance, or brought under interim control.

Case 1:04-cv-11625-RWZ  
The above lead liability insurance rules apply to all policies containing liability insurance that are written on residential rental properties by regular market insurers. The rules also apply to homeowners insurance from the FAIR Plan. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. It does not provide commercial liability coverage.

6. Can I refuse to rent to a family with a child under six as a way of avoiding my obligation to defend?

No. The Lead Law prohibits rental discrimination, including refusing to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. M.G.L. c. 111, s. 19A. Discrimination is also a violation of the U.S. Fair Housing Act, 42 U.S.C. 3604, and the Massachusetts anti-discrimination statute, M.G.L. c. 151B, s. 4. Parents cannot waive the rights of their children to live in lead-safe housing or agree to assume

09/28  
d. How do I obtain evidence that my property is in compliance with the Lead Law?

You need either a Letter of Full Compliance or a Letter of Interim Control. A Letter of Full Compliance is a legal letter, signed and dated by a licensed lead inspector, that says either that there are no lead paint hazards in the property, or that the property has been deleadized. A Letter of Interim Control is a legal letter, signed and dated by a licensed risk assessor, that says work necessary to make a home temporarily safe from lead hazards has been done. A Letter of Interim Control is good for one year, but can be renewed for one more year.

How do I get a lead inspection or risk assessment?

Call the state Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP) for a list of their licensed private lead inspectors and risk assessors, or contact your local board of health. Many of these contractors advertise in the telephone yellow pages as

Case 104-CV-1625-RWZ  
How do I get a lead inspection or risk assessment?  
Call the state Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP) for a list of their licensed private lead inspectors and risk assessors, contact your local board of health. Many of these contractors advertise in the telephone yellow pages as well.

## 9. How can I get my property deleaded or homestead interest removed?

Based on the findings of a lead inspection or risk assessment, a deleader licensed by the state Department of Labor and Industries (DLI) must do any removal of lead paint, leaded components and surfaces (such as windows and woodwork, with the exception of doors, cabinet doors and shutters) and making leaded surfaces intact. The property owner or an agent who works for the property owner who is not a licensed deleader can do certain low-risk deleading and interim control tasks. For a list of licensed deleadlers, call DLI at **1-800-425-0004** or CLPP at **1-800-532-9571**. For information on low-risk owner/agent deleading and interim control work, call CLPP.

## Questions

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## Answers:

# Lead Poisoning and Residential Rental Property

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# Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program

1-800-532-9571 or (617) 753-8400

**MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION**

**IMPORTANT POLICYHOLDER NOTICE**

**FLOOD INSURANCE**

**Homeowners, Dwelling Program and Commercial Property Policies**

***Your policy does not cover damage caused by floods.***

The Massachusetts Property Insurance Underwriting Association does not provide flood insurance. If you live in a flood prone area, you should consider purchasing a flood insurance policy. Your insurance agent can provide you with information about flood insurance and the National Flood Insurance Program.

Forms\FloodNotice

Massachusetts Property Insurance  
Underwriting Association

2 Center Plaza, Boston, MA 02108-1904  
(617) 723-3800, MA Only (800) 392-6108,  
Fax (617) 557-5678

**IMPORTANT NOTICE**

**FOR OIL AND/OR OTHER LIQUID FUEL USERS**

Dear Policyholder:

As you may be aware, hundreds of Massachusetts homeowners each year are affected by leaks and spills from heating oil and/or other liquid fuel storage tank systems on their property. The costs associated with the resulting cleanup, property damage and damage to a third party can be significant and pose a serious financial burden to the homeowner.

We encourage you to consult your insurance agent to review insurance coverage options available to you to protect against this risk. If you do not have an agent, please contact our Customer Service Department at 1 800 392 6108.

Massachusetts Property Insurance  
Underwriting Association

MASSACHUSETTS PROPERTY INSURANCE  
UNDERWRITING ASSOCIATION  
HOMEOWNERS INSURANCE

GENERAL LAWS CHAPTER 175 SECTION 99, CLAUSE 16<sup>TH</sup> REQUIRES THAT WHEN A COMPANY OR FILING OR RATING ORGANIZATION ELIMINATES OR REDUCES COVERAGES, CONDITIONS OR DEFINITIONS IN ITS POLICIES, THE COMPANY MUST ATTACH TO THE POLICY A PRINTED NOTICE EXPLAINING WHAT COVERAGES, CONDITIONS OR DEFINITIONS HAVE BEEN ELIMINATED OR REDUCED.

IN COMPLIANCE WITH THIS REQUIREMENT, THE FOLLOWING IS A SUMMARY OF ELIMINATIONS OR REDUCTIONS IN COVERAGES, CONDITIONS OR DEFINITIONS.

SPECIAL ENDORSEMENT HO FP 12 01. EFFECTIVE 12 31 01

A. Clarification of Coverage  
Section I and II Conditions  
Non-Renewal

The amendatory endorsement HO-FP (12-01) is intended to clarify that your policy will not be automatically renewed. A Renewal Offer/Premium Invoice will be sent to you. In order to continue coverage without interruption, you must return the premium invoice with your payment to Massachusetts Property Insurance Underwriting Association, before the expiration date of this policy. If payment of the premium is received by Massachusetts Property Insurance Underwriting Association within the time period provided in the Renewal Offer/Premium Invoice, Massachusetts Property Insurance Underwriting Association will renew this policy, effective as of the date of expiration of the policy. If payment is received by Massachusetts Property Insurance Underwriting Association after the time period provided in the Renewal Offer/Premium Invoice, Massachusetts Property Insurance Underwriting Association will determine whether to provide coverage, on what terms coverage will be provided and when coverage will become effective.

**IMPORTANT: IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY APPLY.**

## **IMPORTANT NOTICE**

Massachusetts Property Insurance Underwriting Association  
Two Center Plaza  
Boston, Massachusetts 02108  
Telephone 617-723-3800  
Toll Free 800-392-6108

### **PRIVACY POLICY OF THE MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION**

June 1, 2001

#### **Protecting Policyholder Privacy Is Our Concern**

The Massachusetts Property Insurance Underwriting Association (MPIUA), an unincorporated association of all property and casualty insurance companies licensed to write such insurance in the Commonwealth of Massachusetts, is committed to protecting the privacy of our policyholders and the confidentiality of their personal information. Our collection, use and disclosure of non-public personal information about our policyholders are governed by this Privacy Policy and regulated by law.

We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard the personal information in our records. We also limit employee access to personally identifiable information to employees with a business reason for knowing such information. MPIUA also instructs our employees so that they will understand the importance of the confidentiality of personal information and takes appropriate measures to enforce employee privacy responsibilities. If a policyholder's coverage with MPIUA terminates, personal information will remain protected in accordance with our privacy practices as outlined in this important notice.

#### **The Kinds and Sources of Personal Information We Collect**

Most of the personal information that we have about a policyholder comes directly from the policyholder. The policyholder discloses much of this information to us in the application and endorsement request process. We may request additional information from you depending on the nature of the transaction you are completing with us. One other principal means of collecting personal information is through our property inspections, at which time we verify information concerning your property and take a photograph of your property.

We may also obtain additional information that we need from third parties, such as other insurance companies, government agencies, information clearinghouses and courts, as well as from public records. We may receive consumer credit information from a consumer reporting agency. If we order an investigative consumer credit report, we will notify you as required by state law and the federal Fair Credit Reporting Act.

#### **Our Uses of Personal Information Collected about Policyholders**

MPIUA collects, retains and uses personal information for business purposes in connection with our insurance relationship with our policyholders and prospective policyholders. These business purposes include evaluating applications for our insurance products or services, administering our products or services, responding to claims for coverage and indemnification, and processing other transactions requested by our policyholders. We review such personal information in acting on applications for insurance coverage and in determining premium rates, issuing and servicing policies and settling claims.

We also retain information about the types of products and services policyholders purchase from us, as well as account balances and premium payment history and claim loss history.

### **Disclosure of Personal Information of Our Policyholders**

We do not disclose any non-public personal information about our policyholders or former policyholders to anyone, except as permitted or required by law. MPIUA does not disclose any of our policyholders' personal information to nonaffiliated companies or organizations for their own use in contacting policyholders about their own products and services. We will not, for example, sell policyholder names to catalogue or other direct marketing companies.

We may disclose policyholder personal information, as provided by law and without prior permission, about policyholders contained in our records or files to persons or organizations, such as:

- Providers of various business services to enable them to perform such services on behalf of our policyholders and/or us. Such service provider recipients may include property inspectors, independent claim adjusters, experts, appraisers, investigators and attorneys who need the information to investigate, defend or settle claims involving our policyholders; auditors; data processors; member companies; reinsurance companies; consumer reporting agencies; and insurance support organizations established to collect information in order to calculate loss costs statistics for actuarial purposes or for the purpose of detecting and preventing insurance crimes and fraudulent claims;
- Policyholders to inform them about the status of an insurance transaction;
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in a policyholder's policy;
- Insurance regulatory agencies in connection with the regulation of our business;
- Law enforcement or other governmental authorities to protect our legal interests or in cases of suspected fraud or illegal activities or as required by law;
- Persons requesting information pursuant to subpoena, warrant or other court order.

We may also disclose personal information to your agent. Your agent may use policyholder personal information in his or her files for insurance marketing purposes or to help with your overall insurance program.

### **Access to and Correction of Information**

You, as a policyholder, have the right to know what kind of personal information we keep in our files about you, and to have reasonable access to it. Contact our Customer Service Department in writing at the address listed above if you have questions about what information we may have about you on file. Provide your complete name, address, social security number, date of birth, type of policy held or applied for and all policy numbers issued to you by us. Please also provide us with a proof of your personal identification, such as a copy of your driver's license. Specify to us what information you would like to receive. Certain types of information, which are generally collected when evaluating claims or possible lawsuits, need not be disclosed to you. We will inform you in writing of the recorded personal information about you in our files, which is subject to disclosure. You may receive a copy of that information at a reasonable charge. After you have reviewed the personal information about you in our file, you may contact us in writing explaining what information, if any, should be corrected, amended or deleted.

**Massachusetts Property Insurance Underwriting Association  
Two Center Plaza, Boston, MA 02108-1904  
800-392-6108 617-723-3800**

**HOMEOWNERS POLICYHOLDER NOTICE**

**LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

When the limited fungi, wet or dry rot, or bacteria coverage endorsement is attached to your policy:

- The amount of property insurance available for loss to your property caused by "fungi", wet or dry rot, or bacteria is reduced. Coverage is only provided for loss caused by "fungi", wet or dry rot, or bacteria if such "fungi", wet or dry rot, or bacteria is the result of a covered peril. "Fungi" are defined in the endorsement and include mold;
- Coverage is added for the testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria; and
- The amount of liability insurance available for injury or damage arising directly or indirectly out of "fungi", wet or dry rot, or bacteria is reduced.

**SECTION I – PROPERTY COVERAGES**

If "fungi", wet or dry rot, or bacteria results from a covered peril and damages your property, loss caused by such "fungi", wet or dry rot, or bacteria is covered. However, the amount of insurance available for such coverage is limited to the amount specified on the Endorsement or, if not on the Endorsement, the Declarations Page of your policy.

Coverage, up to the specified amount of insurance, includes:

1. The cost to remove fungi, wet or dry rot, or bacteria from covered property;
2. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi, wet or dry rot, or bacteria; and
3. The cost of testing of air or property to confirm the absence, presence or level of fungi, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that fungi, wet or dry rot, or bacteria is present.

**NOTE: Coverage is available ONLY if loss or costs result from a Peril Insured Against that occurs during the policy period.**

Our limit of liability

We will include property coverage limit of liability of \$10,000. Higher Limits of \$25,000 and \$50,000 are available for an additional cost. The limit is the most we will pay for the total of all loss or costs payable regardless of the number of locations insured under your policy or the number of claims made.

**SECTION II – LIABILITY COVERAGE**

We have limited the amount of insurance available to you when a claim is made or a suit is brought against you by another person alleging damages because of bodily injury or property damage arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, wet or dry rot, or bacteria.

Previously, your liability coverage for damages caused by fungi, wet or dry rot, or bacteria was provided on an "occurrence" basis. The new limit of liability is provided on an "aggregate" basis. This means that the limit for liability coverage shown in the endorsement (\$50,000) is the most we will pay for all damages resulting from the total of all bodily injuries and/or property damages, occurring during the entire policy period, that is a result of fungi, wet or dry rot, or bacteria. This aggregate limit is the most we will pay regardless of the number of locations insured under the policy, number of persons injured, number of persons whose property is damaged, number of insureds, or the number of occurrences or claims made against you.

A higher Coverage E aggregate sub-limit of liability of \$100,000 is available for an additional cost.

Massachusetts Property Insurance Underwriting Association  
 Two Center Plaza, Boston, MA 02108-1904  
 800-392-6108 617-723-3800

**HOMEOWNER POLICYHOLDER NOTICE**

**WINDSTORM OR HAIL FIXED-DOLLAR DEDUCTIBLES**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

This policy is subject to a special higher deductible when windstorm or hail directly or indirectly causes damage to property, covered under Section I of this policy.

You have received a premium credit for this higher windstorm or hail deductible. For this credit, you will be responsible for the portion of any windstorm or hail loss, which is less than or equal to your windstorm or hail deductible as shown on your Policy Declarations page.

The deductible amount, shown on the Policy Declaration page in the section captioned "Deductible", is subtracted from the total of the loss caused by windstorm or hail.

**For example:**

Assume the deductible amount is \$2,000. You would be responsible for the first \$2,000 of any loss, caused directly or indirectly by windstorm or hail, to your property covered under Section I of your policy.

**Loss due to windstorm or hail**

\$21,250	dwelling building (Coverage A)
1,585	detached garage (Coverage B)
775	personal property (Coverage C)
1,800	additional living expenses (Coverage D)
185	cut up and remove fallen tree that damaged covered property
<u>+ 425</u>	temporary repairs to hole in roof and to board-up openings caused by broken windows
<u>\$26,020</u>	
<u>- 2,000</u>	deductible
<u>\$24,020</u>	amount we will pay for the loss

**THERE MAY BE OTHER FIXED OR PERCENTAGE DEDUCTIBLE OPTIONS AVAILABLE TO YOU. CONTACT YOUR AGENT OR MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION FOR MORE INFORMATION REGARDING THESE OPTIONS.**

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